

**SHAPIRO, CROLAND, REISER,  
APFEL & Di IORIO, LLP**  
Continental Plaza II  
411 Hackensack Avenue  
Hackensack, New Jersey 07601  
201-488-3900  
Attorneys for Plaintiff  
Troma Entertainment, Inc.

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

TROMA ENTERTAINMENT, INC. :

Plaintiff, :

v. :

COMPLAINT FOR  
COPYRIGHT INFRINGEMENT,  
ANCILLARY RELIEF AND  
JURY DEMAND

CENTENNIAL PICTURES INC.,  
PAN GLOBAL ENTERTAINMENT, LLC  
LANCE ROBBINS and KING BRETT  
LAUTER

Defendants. :

CV 11 - 1137 1  
COGAN, J.

Plaintiffs, Troma Entertainment, Inc. ("Troma"), a New York corporation, through its attorney Shapiro, Croland, Reiser, Apfel & Di Iorio, LLP, by way of Complaint against the Defendants, Centennial Pictures Inc., Pan Global Entertainment, LLC, Lance Robbins, King Brett Lauter, says as follows:

**NATURE OF THE ACTION**

1. Troma, the exclusive distributor (in all forms of media) of those certain full length feature color motion pictures entitled "Poultrygeist, Night of the Chicken Dead" and "Citizen Toxie: The Toxic Avenger IV" (collectively the "Films"), brings this copyright infringement action arising under the Copyright Act, 17 U.S.C. § 101, *et seq.*

against Defendants for their unlawful manufacture, distribution and/or sale of the Films in television, cable, and/or video/DVD.

**JURISDICTION AND VENUE**

2. This Court has exclusive subject matter jurisdiction over Troma's claims pursuant to 28 U.S.C. §§ 1331 and 1338(a).

3. Defendants are subject to the personal jurisdiction of this Court pursuant to laws of the State of New York because they (i) reside in and/or are doing business in this State; or (ii) they have intentionally engaged in acts targeted at this District and/or have caused harm in this District.

4. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and 1400(a) because a substantial part of the events giving rise to Troma's claims arose in this District and/or this is a District in which the Defendants reside or may be found.

**THE PARTIES**

5. Plaintiff, Troma, is a New York corporation with offices at 36-40 11<sup>th</sup> Street, Long Island City, New York. Troma is the author of the film "Citizen Toxie, Toxic Avenger Part IV" ("Citizen Toxie") and the exclusive distributor of "Poultrygeist: Night of the Chicken Dead" ("Poultrygeist"). Over the past thirty (30) years, Troma has developed a reputation in the film industry as an independent producer and distributor of controlled budget motion pictures (in all forms of media) in the action, horror and comedy categories.

6. Defendant, Centennial Pictures Inc. ("Centennial"), is upon information and belief, a California corporation with its principal offices at 8721 Santa Monica Boulevard, Suite 1365, Los Angeles, CA 90069. Centennial is a production and

distribution company, acquiring and producing theatrical motion pictures, television movies, documentaries, live action series and animation series for worldwide distribution in all media.

7. Defendant, Pan Global Entertainment, LLC ("Pan Global"), is, upon information and belief, a California limited liability company with offices at 1158 26th Street, Suite 767, Santa Monica, California. Among other business activities, Pan Global is engaged in the distribution of feature films, documentary specials, series, music, and reality programming, for which it licenses the theatrical, television, cable, video/DVD, and new media rights to both international and domestic markets.

8. Defendant, Lance Robbins, (Robbins) is, upon information and belief, an individual with offices at 15233 Ventura Boulevard, Suite 408, Sherman Oaks, California and residing at 23750 Canzonet Street, Woodland Hills, California. Among other business activities, Robbins is engaged in film production and distribution, acquiring and producing theatrical motion pictures, television movies, documentaries, live action series and animation series for worldwide distribution in all media, individually, and through various related entities, including Centennial Pictures Inc. of which Robbins is a principal.

9. Defendant, King Brett Lauter, ("Lauter") is, upon information and belief, an individual with offices at 1158 26th Street, Suite 767, Santa Monica, California. Among other business activities, Lauter is engaged in the worldwide distribution of feature films, documentary specials, series, music, and reality programming, for which he licenses the theatrical, television, cable, video/DVD, and new media rights to both

international and domestic markets, individually, and through his company, Pan Global and through his employer Centennial Pictures Inc.

**GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS**

10. On or about January 22, 2007, the United States Copyright Office issued the Certificate of Copyright Registration No. PA 1-371-534 (the "Citizen Toxie Copyright") to Troma for the film Citizen Toxie. A copy of the Citizen Toxie Copyright is annexed hereto as Exhibit A.

11. Poultry Productions, LLC ("Poultry"), is a New York limited liability company with offices at 36-40 11<sup>th</sup> Street, Long Island City, New York. Poultry is the author of the film Poultrygeist. Poultry has conferred upon Troma the exclusive right to distribute the film, Poultrygeist.

12. On or about June 4, 2007, the United States Copyright Office issued the Certificate of Copyright Registration No. PA 1-386-738 (the "Poultrygeist Copyright") to Poultry for the film Poultrygeist. A copy of the Poultry Copyright is annexed hereto as Exhibit B.

13. The Citizen Toxie and Poultrygeist Copyrights (collectively the "Troma Copyrights") confer on the Plaintiff, the exclusive right to bring, prosecute, defend, and appear in suits, actions and proceedings, of any nature, under or concerning the Troma Copyrights in and to the Films, or concerning any infringement thereof, pursuant to 17 U.S.C.A. § 501.

14. Plaintiffs have committed substantial financial and other resources to the considerable task of producing and distributing the Films. At all times material hereto,

Plaintiffs have been engaged in the distribution and sale of the Films to the general public through various channels.

15. On or about October 8, 2009, Troma authorized Defendants to represent Troma for the sole purpose of attempting to negotiate an agreement to distribute the Films to a German distribution company that intended to market the films for distribution via pay per view services offered in German speaking areas of Europe (the “Troma Authorization”). The particulars of the parties’ agreement, including the scope of the Troma Authorization, was expressed in an email, a copy of which is annexed hereto as Exhibit C. The email identified the transaction as the “German VOD/TV deal.” The Troma Authorization expressed that “[s]hould a deal be accepted by Troma Entertainment, Inc. Lance Robbins shall receive a commission of 20% of the license fee actually paid to Troma.” The Troma Authorization terminated in the event that no transaction was consummated by Troma within 30 days of October 8, 2009.

16. As Defendants secured authorization to represent Troma, the Defendants expressed their clear intent to avoid paying Troma in email correspondence between Defendants of October 8, 2009 (the “October 8, 2009 Email”), a mere 15 minutes after the Troma Authorization was entered into, in which Defendant Robbins wrote to Defendant Lauter: “WE CAN ALWAYS SAY THAT THE DEAL DID NOT COME THROUGH. WE DON’T HAVE TO REVEAL THE COMPANY..[SIC] AND WE DON’T THINK LEHMAN WILL CONTACT THEM DIRECTLY, CORRECT?”  
[capitalization in original]

17. After they secured the Troma Authorization and made sundry other requests for promotional artwork associated with the Films, the Defendants indicated to

Troma that they would not proceed with the transaction by their inaction and by allowing the Troma Authorization to lapse by its terms without notification that a deal was achieved.

18. Unbeknownst to Troma, however, the Defendants, acting under the cloak of authority provided to them by way of the Troma Authorization, entered into a Non-Exclusive Pay Television Licensing Agreement on October 2, 2009, in which Defendants conferred to Intravest Beteiligungs GMBH. (“Intravest”) a purported license to distribute the Films via pay-per-channel distribution on Silverline AG’s Movie Channels (the “Licensing Agreement”). A copy of the Licensing Agreement is annexed as Exhibit D.

19. Defendants, without the right or authority to do so, warranted in the Licensing Agreement, that they owned or controlled any and all rights title and ownership, including copyright of the Films, necessary for the Pay-TV exploitation by the Licensee, Intravest.

20. Rather than deliver authorized copies of the Films in German provided by Troma, in order to satisfy their obligation under the Licensing Agreement with Intravest, Defendants surreptitiously bought DVD copies of the Films in German from Troma’s authorized distributor in Germany through Amazon.de (the German part of Amazon.com) and delivered unauthorized copies of the Films for pay-per-channel distribution on Silverline AG’s Movie Channels. A copy of the Statement of Accounts from Centennial Pictures reflecting a payment to Amazon.de for 49.71€ for 2 DVDs on October 4, 2009 is annexed hereto as Exhibit E.

21. After the sale of limited rights to the copyrighted material was concluded, the Defendants made no efforts to notify Troma of the License Agreement or remunerate the Plaintiffs according to the terms of the Troma Authorization.

22. Defendants have admitted that they entered into the Licensing Agreement without Plaintiffs permission or consent to do so, thereby infringing the Plaintiffs' copyright over the Films.

23. It was not until Troma inadvertently learned on August, 10 2010, that the Films were being broadcast on German-speaking television in Europe through Intravest's distribution, did they learn of the deception perpetrated by the Defendants.

**FIRST COUNT**

**(Copyright Infringement)**

24. Troma repeats and realleges each and every preceding allegation of the Complaint as if the same were set forth herein.

25. Defendants, without the permission or consent of Plaintiffs, have reproduced, adapted and/or distributed, or caused such reproduction, adaptation and distribution of, the copyrighted Films.

26. Troma has not been paid the license fee or any other fee collected by the Defendants for the distribution of the Films.

27. Defendants' infringement was willful, intentional and in flagrant disregard of Plaintiffs' rights.

28. As a direct and proximate result of Defendants' infringement of Troma's copyright and exclusive rights under copyright, Troma is entitled to compensatory and/or

statutory damages in the amount of \$150,000.00 for each infringement pursuant to 17 U.S.C. § 504(b)(c).

**WHEREFORE**, Plaintiff, Troma Entertainment, Inc. demands judgment against Defendants, Centennial Pictures Inc., Pan Global Entertainment, LLC, Lance Robbins, King Brett Lauter, jointly and severally, as follows:

- (A) For an accounting of all monies received and/or profits earned by Defendants in connection with the sale and/or distribution of the Film in DVD format and for the imposition of a constructive trust on any monies so received and/or profits earned;
- (C) For compensatory damages, or alternatively, for maximum statutory damages of not less than \$150,000.00 for each of the two copyright violations alleged herein and for all individual copyright infringements involved in the action with respect to any one work for which any one infringer is liable individually, or for which any two or more infringers are liable jointly and severally, or for such other amount as may be proper pursuant to 17 U.S.C. § 504(c);
- (D) For Troma's costs incurred in this action;
- (E) For Troma's reasonable attorney's fees incurred in this action; and,
- (F). For such other and further relief as the Court may deem just and proper.

**SECOND COUNT**

**(Common Law Fraud)**

29. Troma repeats and incorporates the preceding allegations of the Complaint as if fully set forth herein.

30. Defendants knowingly and intentionally defrauded the Plaintiff as follows:

- (a) Defendants Robbins and Lauter, individually and on behalf of Centennial and Pan Global, falsely represented to Plaintiff that Defendants were attempting to negotiate an agreement on the Plaintiff's behalf for the Plaintiff to license the Films, whereas their intention was to license the Films on their own behalf and retain all proceeds associated with such licensing;
- (b) Defendants Centennial and Pan Glogal, through Defendants Robbins and Lauter, knowingly and intentionally failed to disclose to the Plaintiff that they had entered into the Licensing Agreement for the distribution of the Films;
- (c) Defendants Centennial and Pan Global, through Robbins and Lauter, knowingly and intentionally misrepresented their authority to enter into any agreement on behalf of Troma permitting the use of Troma's Licenses.
- (d) Defendants knowingly and intentionally entered into the Licensing Agreement with Intravest in violation of the Troma Authorization and Troma's copyright without authorization by Troma.
- (e) Defendants knowingly and intentionally failed to remit to Troma the proceeds that they received from the Licensing Agreement that was entered into and retained all such proceeds.

31. Defendants affirmative misrepresentations and omissions were material, and were made with the intention that Troma rely thereon.

32. Troma reasonably relied on the misrepresentations and omissions of the Defendants.

33. As a result of the fraudulent conduct of the Defendants, Troma has sustained damages.

**WHEREFORE**, Plaintiff, Troma Entertainment, Inc. demands judgment against Defendants, Centennial Pictures Inc., Pan Global Entertainment, LLC, Lance Robbins, King Brett Lauter, jointly and severally, as follows:

- (A) For compensatory damages;
- (B) For punitive damages;
- (C) For attorneys fees and costs of suit; and,
- (D) For such other and further relief as this Court deems equitable and just.

**THIRD COUNT**

**(Tortious Interference with Prospective Economic Advantage)**

34. Troma repeats and incorporates the preceding allegations of the Complaint as if fully set forth herein.

35. By its improper and unlawful actions, the Defendants have intentionally interfered with the economic advantage which Troma would have derived from the Distribution Agreement which the Defendants unlawfully entered into with Intravest Beteiligungs GMBH.

36. Defendants have tortiously interfered with Troma's prospective economic advantages.

37. As a proximate result thereof, Troma have suffered substantial damages.

**WHEREFORE**, Plaintiff, Troma Entertainment, Inc. demands judgment against Defendants, Centennial Pictures Inc., Pan Global Entertainment, LLC, Lance Robbins, King Brett Lauter, jointly and severally, as follows:

- (A) For compensatory damages;
- (B) For punitive damages;
- (C) For attorneys fees and costs of suit; and,
- (D) For such other and further relief as this Court deems equitable and just.

Shapiro, Croland, Reiser,  
Apfel & Di Iorio, LLP  
Attorneys for Plaintiff

By: \_\_\_\_\_  
Stuart Reiser

Dated: March 7, 2011

**JURY DEMAND**

Troma hereby demands a trial by jury on all issues so triable.

Shapiro, Croland, Reiser,  
Apfel & Di Iorio, LLP  
Attorneys for Plaintiff

By: \_\_\_\_\_  
Stuart Reiser

Dated: March 7, 2011

# **EXHIBITS**

**Certificate of Registration**

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

**FORM PA**

For a Work of the Performing Arts  
UNPUBLISHED WORKS OF AUTHORSHIP

PA 1-371-534

EFFECTIVE DATE OF REGISTRATION

Jan 22 2007

**JURISDICTION SHEET****TITLE OF THIS WORK**

TOXIC AVENGER PART IV, CITIZEN TOXIE

**PREVIOUS OR ALTERNATIVE TITLES****NATURE OF THIS WORK** See Instructions

MOTION PICTURE

**NAME OF AUTHOR**

a. TROMA ENTERTAINMENT, INC.

**DATES OF BIRTH AND DEATH**

Year Born  Year Died

Was this contribution to the work a "work made for hire"?

Yes

**AUTHOR'S NATIONALITY OR DOMICILE**

Name of Country

OR  Citizen of

Domiciled in

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous?  Yes  No

If the answer is either "Yes" or "No", describe the reason in the space provided below.

Pseudonymous?  Yes  No

If the answer is either "Yes" or "No", describe the reason in the space provided below.

b. NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

ENTIRE MOTION PICTURE

**NAME OF AUTHOR**

c. NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

ENTIRE MOTION PICTURE

**DATES OF BIRTH AND DEATH**

Year Born  Year Died

Was this contribution to the work a "work made for hire"?

Yes

**AUTHOR'S NATIONALITY OR DOMICILE**

Name of Country

OR  Citizen of

Domiciled in

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous?  Yes  No

If the answer is either "Yes" or "No", describe the reason in the space provided below.

Pseudonymous?  Yes  No

If the answer is either "Yes" or "No", describe the reason in the space provided below.

d. NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

ENTIRE MOTION PICTURE

**NAME OF AUTHOR**

e. NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

ENTIRE MOTION PICTURE

**DATES OF BIRTH AND DEATH**

Year Born  Year Died

Was this contribution to the work a "work made for hire"?

Yes

**AUTHOR'S NATIONALITY OR DOMICILE**

Name of Country

OR  Citizen of

Domiciled in

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous?  Yes  No

If the answer is either "Yes" or "No", describe the reason in the space provided below.

Pseudonymous?  Yes  No

If the answer is either "Yes" or "No", describe the reason in the space provided below.

f. NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

ENTIRE MOTION PICTURE

**NAME OF AUTHOR**

g. NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

ENTIRE MOTION PICTURE

**DATES OF BIRTH AND DEATH**

Year Born  Year Died

Was this contribution to the work a "work made for hire"?

Yes

**AUTHOR'S NATIONALITY OR DOMICILE**

Name of Country

OR  Citizen of

Domiciled in

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous?  Yes  No

If the answer is either "Yes" or "No", describe the reason in the space provided below.

Pseudonymous?  Yes  No

If the answer is either "Yes" or "No", describe the reason in the space provided below.

h. NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

ENTIRE MOTION PICTURE

**NAME OF AUTHOR**

i. NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

ENTIRE MOTION PICTURE

**DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK**

Copyrighted Information Month NOV

Only if this work has been published  Yes  No

UNITED STATES

**APPLICATION RECEIVED**

JAN 22 2007

ONE DEPOSIT RECEIVED

JAN 22 2007 DVD

TWO DEPOSITS RECEIVED

JAN 22 2007

FUND RECEIVED

JAN 22 2007

DO NOT WRITE HERE

4. **MORE ON BACK** Complete all applicable spaces (numbers 1-9) on the reverse side of this page.

See instructions before completing this index.

Sign the form at the bottom.

DO NOT WRITE HERE

\*Special relief granted under  
37 CFR 202.20(d).

EXAMINED BY *[Signature]*CHECKED BY *[Signature]* CORRESPONDENCE

YES

FORM PA

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

- Yes *No*. If your answer is "Yes," why is another registration being sought? (Check appropriate box) □  
 a.  This is the first published edition of a work previously registered in unpublished form.  
 b.  This is the first application submitted by this author as copyright claimant.  
 c.  This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give Previous Registration Number □

Year of Registration □

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6a for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporated. □

5

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. □

6

See instructions  
before completing  
this space.

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account. Name □ Account Number □

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP □

TROMA ENTERTAINMENT, INC.

289 Ninth Avenue

New York, NY 10019

Be sure to  
use your  
daytime phone  
number.

Area Code and Telephone Number □ 212-757-4555 Ext. 15

8

CERTIFICATION I, the undersigned, hereby certify that I am the  
Check only one □

I, the

 other copyright claimant owner of exclusive rights Authorized agent of TROMA ENTERTAINMENT, INC.

Name of author or other copyright claimant, or owner of exclusive rights □

of the work identified in this application and that the statements made  
by me in this application are correct to the best of my knowledge.

Typed or printed name and date □ If this application gives a date of publication in space 8, do not sign and submit it before that date.

Michael Herz

Date □

Handwritten signature *[Signature]*MAIL  
CERTIFI-  
cate TO

Name □

Michael Herz c/o TROMA ENTERTAINMENT, INC.

Number Street/Apartment Number □

733 Ninth Avenue

City/State/Zip □

New York, NY 10019

## YOU MUST

- Complete all necessary spaces.
- Sign your application in space 6.

SEND ALL ELEMENTS  
IN THE SAME PACKAGE

1. Application Form
2. Nonrefundable \$20 filing fee  
in check or money order  
payable to Register of Copyrights
3. Deposit statement  
*[Redacted]*

Register of Copyrights  
Library of Congress  
Washington, D.C. 20559-4000The Copyright Office  
will not accept any application  
that is not accompanied by the  
nonrefundable \$20 filing fee.  
The Copyright Office  
will not accept any application  
that is filed more than 10 days  
after the date the application  
was filed.

9



EXAMINED BY *OB*

FORM PA

CHECKED BY

 CORRESPONDENCE

Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY**DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET****PREVIOUS REGISTRATION** Has registration for this work or for an earlier version of this work, already been made in the Copyright Office?

- If "Yes," if "No," check box in "Yes," why is another registration being sought? Check appropriate box. If "Yes" answer, check boxes A, B, or C.
- This is the first published edition of a work previously registered as a derivative work.
  - This is the first application submitted by the author/copyright claimant.
  - This is a changed version of the work, as shown by space from this application.

If your answer is "Yes," give previous Registration Number **V**Year of Registration **V****DERIVATIVE WORK OR COMPILED** Complete both spaces if and/or for a derivative work, complete only if for a compilation or combining material. Identify any preexisting work or works that this work is based on or incorporates. **V****MATERIAL ADDED TO THIS WORK** Give a brief general statement of the material that has been added to this work and in which copyright is claimed. **V****DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of account. Name **V** Account Number **V****CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name /Address /City /State /Zip

Poultry Productions, LLC c/o Troma Entertainment  
 733 Ninth Avenue  
 New York, NY 10019

Area code and phone number **V** 212-757-4555  
 Email: [mh@troma.com](mailto:mh@troma.com)

Fax number **V** 212-399-9815**CERTIFICATION** I, the undersigned, hereby certify that on the

Author  
 Joint author  
 Copyright owner  
 Owner of exclusive rights  
 Authorized agent of Poultry Productions, LLC

I, Lloyd Kaufman, am the sole author or other copyright claimant or owner of exclusive rights in the work identified in this application, and have made no assignment of rights to others in the application or elsewhere in my capacity as manager of the company.

Typed or printed name and date **V** This application gives a date of publication in space. Do not sign and submit until before that date.

Lloyd Kaufman

Date **V** 5/3/07Handwritten signature **V**


Certificate  
 will be  
 mailed in  
 window  
 envelope  
 to this  
 address:

Name **V**  
 Lloyd Kaufman c/o Troma Entertainment Inc.  
 Mailing Address **V**  
 733 Ninth Avenue  
 City/State **V**  
 New York, NY 10019

**REMARKS**

Complete all necessary spaces.  
 Sign your signature in space 6.  
**ENTER ALL ELEMENTS  
 IN THE SAME DRAFT**  
 1. Application form: 3-4  
 2. Nonresident Aliens file in each branch  
 office payable to Register of Copyrights  
 3. Separate Testimony  
**MAIL TO:**  
 U.S. Copyright Office  
 101 Independence Avenue SE  
 Washington, DC 20556-0001

**>>> \$250 PENALTY** Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 401, or to any written statement filed in connection with the application, shall be fined not more than \$2,500.

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**From:** [matt@troma.com](mailto:matt@troma.com)  
**To:** [LHRProductions@aol.com](mailto:LHRProductions@aol.com)  
**Sent:** 10/8/2009 12:36:41 P.M. Pacific Daylight Time  
**Subj:** Troma Agreement

Dear Lance,

This is to confirm that Lance Robbins of Robbins Entertainment Group may represent Troma Entertainment, Inc. with regards to a specific German VOD/TV deal.  
Should a deal be accepted by Troma Entertainment, Inc. Lance Robbins shall receive a commission of 20% of the license fee actually paid to Troma.

Should no deal be presented to Troma within 30 days of the date of this email the above authorization shall be terminated.

If this is acceptable please confirm by email.

Thanks,

--  
Matt Manjourides  
Director Troma Team Video & Distribution

Troma Entertainment, Inc  
The Troma Building  
36-40 11th Street  
Long Island City NY, 11106

718.391.0110 ext.14

17183902

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Layton

8-11-10

NON-EXCLUSIVE PAY TELEVISION LICENSING AGREEMENT

AGREEMENT dated as of September 30, 2009 between Brett Lauter d/b/a PAN GLOBAL ENTERTAINMENT, 1158 26<sup>th</sup> Street, Suite 767, Santa Monica, CA 90403, Fax: +1-817-349-3700 ("Licensor"), and INTRAVEST Beteiligungs GMBH, Mosli 4, CH-9425 Thal / SG, Fax +41-71-888 1281 ("Licensee") in connection with the motion picture set forth below.

1. PICTURE(S): as listed in Exhibit "A" hereto (the "Picture(s)").
2. TERRITORY: Germany, Austria, Switzerland, Liechtenstein, Luxemburg, Alto Adige - German speaking parts only (the "Territory").
3. LANGUAGE: German - dubbed (english version, if available for simulcast).
4. RIGHTS: The non-exclusive right for encrypted Pay-Per-Channel distribution of the Picture(s) on the SILVERLINE TV AG's MOVIE CHANNELS, in linear form via digital networks including cable, satellite, DSL, DMB or any other existing or newly developed means of transportation for closed-circuit encrypted digital signals (Pay-TV).

Licensor herewith warrants to own or control any and all rights, title and ownership, including copyright of the Pictures necessary for the Pay-TV exploitation by Licensee, including the right to grant Licensee the use of clips of each Picture licensed hereunder not exceeding three (3) minutes in length for promotional purposes on Free TV, as well as the right to use the likenesses of persons portrait in the Picture(s) for promotional purposes as customarily exercised by television channels, subject to the collective rights bargaining agreements; Licensor also warrants that the Picture(s) have passed the necessary censorship evaluation with a rating no more restrictive than FSK 18; Licensor holds Licensee harmless in the event of any third party's claim in the rights licensed herein.

5. TERM: 3 years six months - starting as specified in Exhibit "A" (the "Term").
6. RUNS: Unlimited.
7. LICENSE FEE: In consideration of the rights herein licensed, Licensee shall pay to Licensor Three Thousand US DOLLARS (\$3,000.00) per Picture, payable as follows:  
USD 600.00 (20%) per picture upon execution of this agreement, and  
USD 2,400.00 (80%) per picture after delivery of all key delivery elements and technical acceptance of the master materials.

Licensee shall immediately inform Licensor of the acceptance of the delivered materials, whereas Licensor, upon receipt of such acceptance notice shall immediately invoice Licensee the due amounts.

HAC

1  
80  
9-30-10

Licensee shall acquire the Rights only after Licensor receives full payment of the License Fee. Non-payment of any portion thereof, subject to paragraph 9 hereof, shall constitute a breach of this Agreement and after expiration of a cure period of ten (10) days, Licensor, in addition to all other rights it may have by law, equity or under this Agreement, shall be entitled to immediately terminate this Agreement and retain all monies theretofore paid hereunder.

8. **ADDITIONAL TERMS:** (i) Licensor shall grant Licensee a two (2) months exclusive window for the first two months after each Picture's first airdate; (ii) Licensor shall also grant Licensee the rights for a two (2) month free-of-charge, non-exclusive, catch-up VOD service to be part of a free-of-charge added bonus package for the subscribers of the Channels offered by the cable operators marketing the pay-TV platforms containing the Channels.
9. **DELIVERY MATERIALS:** Licensee shall inform Licensor of the intended delivery schedule, unless already noted in Exhibit "A", and place an order for the creation delivery of the delivery elements (at costs not to exceed USD 250.00 for a Beta-SP master) to be shipped by Licensor at Licensee's expense to Licensee's Playout Facility, which will hold the delivery elements in trust and perform the technical quality control evaluation. The Playout Facility will not release any of the delivery elements until Licensor has been fully paid the License Fee. In the event of any master materials being rejected by the Playout Facility, Licensor shall immediately send Licensee suitable materials to substitute the rejected master(s) at Licensor's expense. In the event no suitable materials can be supplied, Licensee has the right to reduce the License Fee by the amount allocated towards the rejected Picture(s) plus the costs for the rejected materials or ask for adequate exchange title(s) subject to the terms and conditions set forth herein.

The address and contact information of the Playout Facility is as follows:

Storz Medienfabrik GmbH  
Attn: Peggy Reinhardt  
Weilstrasse 7-9  
D-73734 Esslingen  
Germany  
Tel: +49-711-901350

Mandatory Key Delivery Materials for each Picture shall include:

To be delivered to Storz GmbH:

- The better of DVD or Blu-ray (to become property of Licensee after QC), PAL Beta-SP, Digi-Beta or HD of the feature film including trailer – German dubbed version – stereo (Channel 1&2 German, Channel 3&4 original version)

1/12 2 9-30  
B8

To be delivered to Silverline Television AG, Maximilianstrasse 52, D-80538  
Munich, Germany:

- 5 Color slides (preferably on DVD)
- Synopsis
- Music Cue Sheet
- FSK rating card obtained for the cut version delivered to Licensee, or other official proof that the film has not been banned in the Territory
- Credit obligations

10. **CONSTRUCTION:** This Agreement shall be governed by and construed with in accordance with the laws of the State of Switzerland, and shall be subject to the jurisdiction of the courts therein.

11. **NO CONTINUING WAIVER:** No waiver by either party of any breach hereof shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other term hereof.

12. **ENTIRE AGREEMENT:** This Agreement supersedes and cancels all prior negotiations and understandings between the parties with respect to the pictures listed in Exhibit "A" hereto and contains all of the terms of the Parties. No modification shall be valid unless in writing and executed by both parties.

This Agreement when executed by the parties, shall constitute the entire Agreement between the parties and shall be a binding agreement between them.

PAN GLOBAL ENTERTAINMENT

("Licensor")

BY: Brett Parker  
ITS: Managing Director  
DATE: 09-30-2009

INTRAVEST BETEILIGUNGS  
GMBH

("Licensee")

BY: Intravest GmbH  
ITS: Kirchheim 29  
DATE: 9/1/09

EXHIBIT "A"

TITLE/YEAR	FSK	DELIVERY	TERM*)	LICENSE FEE
POULTRYGEIST (USA 2006)	KJ	TBA	3 1/4 YEARS	USD 3.000,00
CITIZEN TOXIE: THE TOXIC AVENGER IV (USA 2000)	KJ	TBA	3 1/4 YEARS	USD 3.000,00

\*) starting upon each Picture's first airdate, however no later than four (4) months after written acceptance of delivery materials by Licensee

LICENSE AGREEMENT - INTENSA/PANGLO-Poultry-Toxie

ff  
HAW 49-30-0<sup>c</sup>

**STATEMENT OF ACCOUNT – CENTENNIAL PICTURES  
10-24-2009**

20% DEPOSIT FROM SILVERLINE TV ON POULTRYGEIST & CITIZEN TOXIE	\$1,200
80% BALANCE PAYMENT FROM SILVERLINE TV ON ROOM 33	2,400
SWISS BANK WIRE FEES	<17.50>
=====	
NET AMOUNT RECEIVED	\$3,582.50
COMMISSION TO PAN GLOBAL	
<u>[\$600 + \$118.25]</u>	<u>&lt;718.25&gt;</u>
SUB-TOTAL	\$2,864.25
PAID TO AMAZON.DE FOR (2) DVDS	<49.71>
BALANCE DUE – CENTENNIAL PICTURES	\$2,814.54